



## CLIENT INFORMATION & RESPONSIBILITIES

*The following statements should be carefully reviewed prior to returning your signed service agreement and signed authorization to CCDCS.*

### YOUR AGREEMENTS

- A. You understand that CCDCS charges a one-time start-up fee and a monthly fee which are based on the amount of debt repayment you include in the program. All other payments made by you to CCDCS are for the purpose of meeting creditor payment obligations.
- B. CCDCS will not contact any creditors until you have provided the following materials correctly completed: the signed Agreement to Allow CCDCS to Provide Debt Pooling Services; signed Waiver & Authorization; a recent statement from all creditors the client wishes to include in debt management; and payment of the start-up fee.
- C. Until all items identified in item B are completed as required and returned to CCDCS, you are responsible for your creditor payments.
- D. You are responsible for the ongoing management of your debt management program. You must make every reasonable effort to make payments in a consistent and timely manner. CCDCS is not responsible for possible consequences should you fail to maintain your debt management payments in a timely manner.
- E. You may begin to refer any creditor calls to CCDCS only after submission of the first **FULL** debt management payment. Until you have submitted this first payment to CCDCS, CCDCS will not accept nor initiate any creditor contact on your behalf.
- F. Upon receipt of creditor statements, it is your responsibility to verify that the amount submitted by CCDCS to each creditor account is posted accurately by the creditor. Furthermore, if there is a discrepancy, it is your responsibility to notify CCDCS of this issue.
- G. You must communicate all account information accurately to CCDCS. CCDCS is not responsible for payment delays, incorrect posting of monies by creditors, misdirected funds, etc., when acting based upon inaccurate information provided by you.
- H. You may increase monies being paid to creditors. However, any deviation in payments to creditors is not recommended, and may result in your termination from a debt management plan by your creditors.
- I. If you decrease monies being paid to creditors the client must be aware of several potential consequences, including, but not limited to the following:
  - 1. Creditor may send accounts to collections.
  - 2. Creditors may refuse to make any account concessions or may discontinue concessions made previously.
  - 3. Creditors may report the account negatively to the credit bureaus.
  - 4. Creditors may initiate aggressive collection efforts including mailings, phone calls, or legal action.

***It is your sole responsibility to provide your counselor with a phone call, e-mail, or a written notice in the event that you will not be making a scheduled complete payment or if you are discontinuing the debt management program.***

## CREDITOR DISCLOSURES

- A. Creditors may report your debt management payment activity to the credit bureaus. Creditors may report debt management accounts as: slow pay, past due, paid as agreed, credit counseling, current, etc. CCDCS does not have control over the manner in which accounts are reported to any credit reporting agencies and does not take responsibility for such. **CCDCS does not report any information to the credit bureaus.**
- B. Credit cards and/or accounts included in debt management will be closed. You should cut in half and return credit cards to creditors. Furthermore, in order to re-open accounts following completion of the debt management program, you may have to re-apply with each individual creditor. CCDCS does not have control over a creditor's extension of credit and does not take responsibility for such.
- C. Some creditors may lower payments, freeze or reduce interest charges, and/or waive or impose late charges. CCDCS does not guarantee any of these results.
- D. Secured loans may not be included in debt management. Secured creditors have collateral for the loans provided. If you have a secured loan, such as a furniture or jewelry loan, it is your responsibility to contact that creditor to determine if that creditor is receptive. (Please speak to your CCDCS counselor regarding any secured loans.)
- E. **You may not seek additional credit or a loan while enrolled in the debt management program.** If you must seek additional credit, you are advised to contact a CCDCS counselor for consultation.
- F. Creditors may continue to contact you until you have made several payments through the debt management program or until proposals have been accepted.
- G. Creditors will continue to send the client statements unless the client requests otherwise.

## CCDCS DISCLOSURES

- A. Upon returning the documents identified in item I Article B in the above agreements section, CCDCS will prepare proposals and payments for each of the client's creditors.
- B. The estimate provided by CCDCS is just that - an estimate. Based on creditor responses to proposals submitted, your monthly payment may be increased or decreased.
- C. If you elect to make two payments each month which is equal to the debt management estimated payment, you must be aware of the following restrictions:
  - 1. The total monthly debt management estimated payment must be a minimum of \$200.
  - 2. The first debt management payment made must be a full payment. Payments may not be split until one complete payment has been submitted and all creditors notified.
- D. Each creditor will be paid a minimum of \$10.
- E. The length of the debt management program varies for each person. Many factors, such as your consistency of payments, creditor concessions such as waiving or reducing interest charges and/or waiving late fees, and increasing or decreasing payments, may effect the duration of the program.
- F. Each client's debt situation, creditors, payment ability, past account activity, etc. is different. Please be patient with this program. Most creditor agreements and concessions will not be determined until the client has participated in the program for at least ninety (90) days.

If you have any questions regarding this information, please contact a CCDCS counselor at 888-862-2327.

***Thank you in advance for your commitment.***

**Consumer Credit & Debt Counseling Solutions**

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